

## EXHIBIT A

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 County of Los Angeles

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Attorneys for Plaintiff ALLYZA CAHILIG,  
 on behalf of herself and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF LOS ANGELES**

ALLYZA CAHILIG, on behalf of  
 herself and all others similarly situated,

Plaintiffs,

v.

IKEA U.S. RETAIL, LLC, a Virginia  
 limited liability company; and DOES 1  
 to 100, inclusive,

Defendants.

**CLASS ACTION**

Case No. **19STCV00676**

**COMPLAINT FOR:**

1. **FAILURE TO PROVIDE ALL PAID REST PERIODS**
2. **VIOLATIONS OF LABOR CODE §203;**
3. **DERIVATIVE FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED WAGE STATEMENTS;**
4. **INDEPENDENT FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED WAGE STATEMENTS;**
5. **PENALTIES PURSUANT TO LABOR CODE §2699; AND**
6. **UNFAIR BUSINESS PRACTICES**

**DEMAND FOR JURY TRIAL**

Plaintiff ALLYZA CAHILIG, an individual on behalf of herself and all others similarly situated (hereinafter collectively referred to as "Plaintiffs"), hereby files this Complaint against Defendant IKEA U.S. RETAIL, LLC and DOES 1 to 100 (hereinafter collectively referred to as "Defendants"). Plaintiffs are informed and believe, and on the basis of that information and belief, allege as follows:

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## I.

**INTRODUCTION**

1. This is a civil action seeking recovery for Defendants' violations of the California Labor Code ("Labor Code"), California Business and Professions Code ("B&PC"), the applicable Wage Orders issued by the California Industrial Welfare Commission (hereinafter, the "IWC Wage Orders") and related common law principles.

2. Plaintiffs' action seeks monetary damages, including full restitution from Defendants as a result of Defendants' unlawful, fraudulent and/or unfair business practices.

3. The acts complained of herein occurred, occur and will occur, at least in part, within the time period from four (4) years preceding the filing of the original Complaint herein, up to and through the time of trial for this matter although this should not automatically be considered the statute of limitations for any cause of action herein.

**RELEVANT JOB TITLES**

4. For introductory and general information only (and not to be considered a proposed class definition), the relevant individuals in this action are Defendants' hourly-paid employees who were subjected to Defendants' policies and practices as described herein. Any differences in job activities between the different individuals in these positions were and are legally insignificant to the issues presented by this action.

**SUMMARY OF CLAIMS**

5. With regard to Defendants' hourly-paid employees, Defendants have:

- a. Failed to provide all paid rest periods;
- b. Violated Labor Code §203;
- c. Derivatively failed to timely furnish accurate itemized wage statements;
- d. Independently failed to timely furnish accurate itemized wage statements;
- e. Incurred penalties pursuant to Labor Code §§2698, et seq.; and
- f. Conducted unfair business practices.

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II.

PARTIES

PLAINTIFF ALLYZA CAHILIG

6. Plaintiff ALLYZA CAHILIG is an individual over the age of eighteen (18) and is now and/or at all times mentioned in this Complaint was a citizen of the State of California.

7. Plaintiff ALLYZA CAHILIG worked for Defendants as an hourly-paid employee from approximately August 2013 to August 25, 2018 in Carson, California, which is in Los Angeles County, California.

8. Plaintiff ALLYZA CAHILIG seeks recovery herein from Defendants because with regard to Plaintiff ALLYZA CAHILIG, while acting for Defendants in her capacity as an hourly-paid employee, Defendants have:

- a. Failed to provide all paid rest periods;
- b. Violated Labor Code §203;
- c. Derivatively failed to timely furnish accurate itemized wage statements;
- d. Independently failed to timely furnish accurate itemized wage statements;
- e. Incurred penalties pursuant to Labor Code §§2698, et seq.; and
- f. Conducted unfair business practices.

DEFENDANT, IKEA U.S. RETAIL, LLC

9. Defendant IKEA U.S. RETAIL, LLC is now and/or at all times mentioned in this Complaint was a Virginia corporation and the owner and operator of an industry, business and/or facility licensed to do business and actually doing business in the State of California.

DOES 1 TO 100, INCLUSIVE

10. DOES 1 to 100, inclusive are now, and/or at all times mentioned in this Complaint were licensed to do business and/or actually doing business in California.

11. Plaintiffs do not know the true names or capacities, whether individual, partner or corporate, of DOES 1 to 100, inclusive and for that reason, DOES 1 to 100 are sued under such fictitious names pursuant to California Code of Civil Procedure ("CCP") §474.

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1           12.     Plaintiffs will seek leave of court to amend this Complaint to allege such names and  
2 capacities as soon as they are ascertained.

3     ALL DEFENDANTS

4           13.     Defendants, and each of them, are now and/or at all times mentioned in this  
5 Complaint were in some manner legally responsible for the events, happenings and circumstances  
6 alleged in this Complaint.

7           14.     Defendants, and each of them, proximately subjected Plaintiffs to the unlawful  
8 practices, wrongs, complaints, injuries and/or damages alleged in this Complaint.

9           15.     Defendants, and each of them, are now and/or at all times mentioned in this  
10 Complaint were the agents, servants and/or employees of some or all other Defendants, and vice-  
11 versa, and in doing the things alleged in this Complaint, Defendants are now and/or at all times  
12 mentioned in this Complaint were acting within the course and scope of that agency, servitude  
13 and/or employment.

14           16.     Defendants, and each of them, are now and/or at all times mentioned in this  
15 Complaint were members of and/or engaged in a joint venture, partnership and common  
16 enterprise, and were acting within the course and scope of, and in pursuance of said joint  
17 venture, partnership and common enterprise.

18           17.     Defendants, and each of them, at all times mentioned in this Complaint concurred  
19 and contributed to the various acts and omissions of each and every one of the other Defendants  
20 in proximately causing the complaints, injuries and/or damages alleged in this Complaint.

21           18.     Defendants, and each of them, at all times mentioned in this Complaint approved  
22 of, condoned and/or otherwise ratified each and every one of the acts and/or omissions alleged in  
23 this Complaint.

24           19.     Defendants, and each of them, at all times mentioned in this Complaint aided and  
25 abetted the acts and omissions of each and every one of the other Defendants thereby  
26 proximately causing the damages alleged in this Complaint.

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### JURISDICTION AND VENUE

23. Venue is proper in Los Angeles County pursuant to CCP §395(a) and CCP §395.5 in that liability arose there because at least some of the transactions that are the subject matter of this Complaint occurred therein and/or each Defendant either is found, maintains offices, transacts business, and/or has an agent therein.

## **CLASS ACTION ALLEGATIONS**

a. All California citizens employed by Defendants as hourly-paid employees during the appropriate time period who were subjected to Defendants' policies and practices regarding providing all paid rest periods as specifically described herein (hereinafter, the "Rest Period Class");

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- b. All formerly-employed California citizens employed by Defendants as hourly-paid employees during the appropriate time period who were subjected to Defendants' policies and practices regarding Labor Code §203 and the payment of final wages as specifically described herein (hereinafter, the "LC 203 Class");
- c. All California citizens employed by Defendants as hourly-paid employees during the appropriate time period who were derivatively subjected to Defendants' policies and practices regarding itemized wage statements (hereinafter, the "Derivative Wage Statement Class");
- d. All California citizens employed by Defendants as hourly-paid employees during the appropriate time period who were independently subjected to Defendants' policies and practices regarding itemized wage statements (hereinafter, the "Independent Wage Statement Class");
- e. All California citizens employed by Defendants as hourly-paid employees during the appropriate time period regarding whom Defendants have engaged in unlawful, unfair and/or fraudulent business acts or practices prohibited by B&PC §17200, et seq. as specifically described herein (hereinafter, the "17200 Class").

26. The Rest Period Class, LC 203 Class, Derivative Wage Statement Class, Independent Wage Statement Class, and 17200 Class are herein collectively referred to as the "Classes."

27. Throughout discovery in this litigation, Plaintiffs may find it appropriate and/or necessary to amend the definition of the Classes. Plaintiffs will formally define and designate a class definition at such time when Plaintiffs seek to certify the Classes alleged herein.

28. Numerosity (CCP §382):

- a. The potential quantity of members of the Classes as defined is so numerous that joinder of all members is unfeasible and impractical;

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- b. The disposition of the claims of the members of the Classes through this class action will benefit both the parties and this Court;
- c. The quantity of members of the Classes is unknown to Plaintiffs at this time; however, it is estimated that the membership of the Classes numbers greater than 100 individuals; and
- d. The quantity and identity of such membership is readily ascertainable via inspection of Defendants' records.

29. Superiority (CCP §382): The nature of this action and the nature of the laws available to Plaintiffs make the use of the class action format particularly efficient and the appropriate procedure to afford relief to Plaintiffs for the wrongs alleged herein, as follows:

- a. California has a public policy which encourages the use of the class action device;
- b. By establishing a technique whereby the claims of many individuals can be resolved at the same time, the class suit both eliminates the possibility of repetitious litigation and provides small claimants with a method of obtaining redress for claims which would otherwise be too small to warrant individual litigation;
- c. This case involves large corporate Defendants and a large number of individual Class members with many relatively small claims and common issues of law and fact;
- d. If each individual member of the Classes was required to file an individual lawsuit, the large corporate Defendants would necessarily gain an unconscionable advantage because Defendants would be able to exploit and overwhelm the limited resources of each individual member of the Classes with Defendants' vastly superior financial and legal resources;
- e. Requiring each individual member of the Classes to pursue an individual remedy would also discourage the assertion of lawful claims by the members of the Classes who would be disinclined to pursue an action against



Defendants because of an appreciable and justifiable fear of retaliation and permanent damage to their lives, careers and well-being;

f. Proof of a common business practice or factual pattern, of which the members of the Classes experienced, is representative of the Classes herein and will establish the right of each of the members of the Classes to recover on the causes of action alleged herein;

g. Absent class treatment, the prosecution of separate actions by the individual members of the Classes, even if possible, would likely create:

- i) a substantial risk of each individual plaintiff presenting in separate, duplicative proceedings the same or essentially similar arguments and evidence, including expert testimony;
- ii) a multiplicity of trials conducted at enormous expense to both the judicial system and the litigants;
- iii) inconsistent or varying verdicts or adjudications with respect to the individual members of the Classes against Defendants;
- iv) potentially incompatible standards of conduct for Defendants; and
- v) potentially incompatible legal determinations with respect to individual members of the Classes which would, as a practical matter, be dispositive of the interest of the other members of the Classes who are not parties to the adjudications or which would substantially impair or impede the ability of the members of the Classes to protect their interests.

h. The claims of the individual members of the Classes are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attendant thereto;

i. Courts seeking to preserve efficiency and other benefits of class actions routinely fashion methods to manage any individual questions; and

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- j. The Supreme Court of California urges trial courts, which have an obligation to consider the use of innovative procedural tools to certify a manageable class, to be procedurally innovative in managing class actions.

30. Well-defined Community of Interest: Plaintiffs also meet the established standards for class certification (see, e.g. Lockheed Martin Corp. v. Superior Court (2003) 29 Cal.4<sup>th</sup> 1096), as follows:

- a. Typicality: The claims of Plaintiff ALLYZA CAHILIG are typical of the claims of all members of the Classes she seeks to represent because all members of the Classes sustained injuries and damages arising out of Defendants' common course of conduct in violation of law and the injuries and damages of all members of the Classes were caused by Defendants' wrongful conduct in violation of law, as alleged herein.
- b. Adequacy: Plaintiff ALLYZA CAHILIG:
- i) is an adequate representative of the Classes she seeks to represent;
  - ii) will fairly protect the interests of the members of the Classes;
  - iii) has no interests antagonistic to the members of the Classes; and
  - iv) will vigorously pursue this suit via attorneys who are competent, skilled and experienced in litigating matters of this type.
- c. Predominant Common Questions of Law or Fact: There are common questions of law and/or fact as to the members of the Classes which predominate over questions affecting only individual members of the Classes, including, without limitation:
- i) Whether Defendants failed and continue to fail to provide all paid rest periods to the members of the Rest Period Class in violation of the Labor Code and Section 12 of the IWC Wage Orders;
  - ii) Whether Defendants are liable pursuant to Labor Code §203 to the members of the LC 203 Class;

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- iii) Whether Defendants derivatively failed to timely furnish accurate, itemized and legal wage statements to the members of the Derivative Wage Statement Class;
- iv) Whether Defendants independently failed to timely furnish accurate, itemized and legal wage statements to the members of the Independent Wage Statement Class;
- v) Whether Defendants' conduct constitutes unfair competition within the meaning of B&PC §17200, et seq.;
- vi) Whether Defendants' conduct constitutes unfair business practices within the meaning of B&PC §17200, et seq.;
- vii) Whether the members of the Classes are entitled to compensatory damages, and if so, the means of measuring such damages;
- viii) Whether the members of the Classes are entitled to injunctive relief;
- ix) Whether the members of the Classes are entitled to restitution; and
- x) Whether Defendants are liable for attorneys' fees and costs.

31. Whether each member of the Classes might be required to ultimately justify an individual claim does not preclude maintenance of a class action (see, e.g. Collins v. Rocha (1972) 7 Cal.3d 232, 238).

**V.**

**CAUSES OF ACTION**

**FIRST CAUSE OF ACTION**

**FAILURE TO PROVIDE ALL PAID REST PERIODS**

**(On Behalf of the Rest Period Class)**

**(Against All Defendants)**

32. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

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1           33. Labor Code §226.7(b) provides that "An employer shall not require an employee  
2 to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or  
3 applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational  
4 Safety and Health Standards Board, or the Division of Occupational Safety and Health."

5           34. Labor Code §516 provides that the Industrial Welfare Commission "may adopt or  
6 amend working condition orders with respect to break periods, meal periods, and days of rest for  
7 any workers in California consistent with the health and welfare of those workers."

8           35. Section 12(A) of the IWC Wage Order(s) states: "Every employer shall authorize  
9 and permit all employees to take rest periods, which insofar as practicable shall be in the middle  
10 of each work period. The authorized rest period time shall be based on the total hours worked  
11 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.  
12 However, a rest period need not be authorized for employees whose total daily work time is less  
13 than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours  
14 worked for which there shall be no deduction from wages."

15           36. Section 12(B) of the IWC Wage Order(s) states: "If an employer fails to provide  
16 an employee a rest period in accordance with the applicable provisions of this order, the  
17 employer shall pay the employee one (1) hour of pay at the employee's regular rate of  
18 compensation for each workday that the rest period is not provided."

19           37. Labor Code §204 establishes the fundamental right of all employees in the State  
20 of California to be paid wages, including straight time and overtime, in a timely fashion for their  
21 work.

22           38. The members of the Rest Period Class sometimes worked over four (4) hours per  
23 shift. Further, the members of the Rest Period Class sometimes worked over six (6) hours per  
24 shift, and in some cases over ten (10) hours per shift.

25           39. The members of the Rest Period Class were entitled to a rest period of not less  
26 than ten (10) minutes prior to exceeding four (4) hours of employment.

27           40. Defendants' rest break policy states in pertinent part: "Each rest break is a full 10-  
28 minute rest break with 5 minutes for travel time to and from the department. ... All rest breaks

are taken in either the Staff Café or other designated non-work areas. You are required to stay on the premises during paid rest breaks." (emphasis added).

41. As such, the members of the Rest Period Class were not allowed to leave Defendants' premises for their rest breaks, in violation of Augustus v ABM Security Services, Inc. (2016) 2 Cal.5<sup>th</sup> 257, as Defendants failed to relinquish all control over how the members of the Rest Period Class spent their rest breaks.

42. As such, as a matter of Defendants' established company policy, Defendants failed to authorize and permit required rest periods established by Labor Code §226.7 and Labor Code §516 and Section 12 of the IWC Wage Order(s).

43. Pursuant to Section 12 of the IWC Wage Order(s) and Labor Code §226.7(b) which states "if an employer fails to provide an employee a meal or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided," the members of the Rest Period Class are entitled to damages in an amount equal to one (1) additional hour of pay at each employee's regular rate of compensation for each work day that the rest period was not so provided.

44. Pursuant to Labor Code §218.6 and CC §3287, the members of the Rest Period Class seek recovery of pre-judgment interest on all amounts recovered herein.

## SECOND CAUSE OF ACTION

### **VIOLATIONS OF LABOR CODE §203**

(On Behalf of the LC 203 Class)

(Against All Defendants)

45. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

46. Labor Code §203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code §§201 and 202, any wages of an employee who is discharged or who quits, the wages of the employee shall continue at the same

rate, for up to thirty (30) days from the due date thereof, until paid or until an action therefore is commenced.

47. The members of the LC 203 Class are no longer employed by Defendants as they were either discharged from or quit Defendants' employ.

48. Defendants had a consistent and uniform policy, practice and procedure of willfully failing to pay the earned wages of Defendants' former employees, according to amendment or proof.

49. Defendants willfully failed to pay the members of the LC 203 Class their entire wages due and owing at the time of their termination or within seventy-two (72) hours of their resignation, and failed to pay those sums for up to thirty (30) days thereafter.

50. Defendants' willful failure to pay wages to the members of the LC 203 Class violates Labor Code §203 because Defendants knew or should have known wages were due to the members of the LC 203 Class, but Defendants failed to pay them.

51. Thus, the members of the LC 203 Class are entitled to recovery pursuant to Labor Code §203.

### THIRD CAUSE OF ACTION

**DERIVATIVE FAILURE TO TIMELY**

### FURNISH ACCURATE ITEMIZED WAGE STATEMENTS

**(On Behalf of the Derivative Wage Statement Class)**

**S2. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.**

53. Labor Code §226(a) states in pertinent part: "Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee... (4) all deductions... (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid... (8) the name and

1 address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during  
 2 each the pay period and the corresponding number of hours worked at each hourly rate by the  
 3 employee....".

4 54. Further, the IWC Wage Orders §7(A) states in pertinent part: "(A) Every  
 5 employer shall keep accurate information with respect to each employee including the following:  
 6 (3) Time records showing when the employee begins and ends each work period. Meal periods,  
 7 split shift intervals, and total daily hours worked shall also be recorded...(5) Total hours worked  
 8 in the payroll period and applicable rates of pay...."

9 55. Therefore, pursuant to Labor Code §226(a) and the IWC Wage Orders §7(A),  
 10 California employers are required to maintain accurate records pertaining to the total hours  
 11 worked for Defendants by the members of the Derivative Wage Statement Class, including but  
 12 not limited to, beginning and ending of each work period, meal period and split shift interval, the  
 13 total daily hours worked, and the total hours worked per pay period and applicable rates of pay.

14 56. As a pattern and practice, in violation of Labor Code §226(a) and the IWC Wage  
 15 Orders §7(A), Defendants did not and still do not furnish each of the members of the Derivative  
 16 Wage Statement Class with an accurate itemized statement in writing showing (1) gross wages  
 17 earned, (2) total hours worked by the employee, (3) all deductions, (4) net wages earned and/or  
 18 (5) all applicable hourly rates in effect during each respective pay period and the corresponding  
 19 number of hours worked at each hourly rate by each respective individual.

20 57. As set forth herein in prior causes of action, Defendants allegedly failed to pay the  
 21 members of the Derivative Wage Statement Class all wages due and owing.

22 58. As a derivative result of this failure to pay wages and as a pattern and practice in  
 23 violation of Labor Code §226(a) and the IWC Wage Orders §7(A), Defendants did not and do  
 24 not maintain accurate records pertaining to the total hours worked for Defendants by the  
 25 members of the Derivative Wage Statement Class, including but not limited to, beginning and  
 26 ending of each work period, meal period interval, all rest period hours worked and rest period  
 27 premiums paid, total daily hours worked, total hours worked per pay period, and the applicable  
 28 rates of pay.

59. As of January 1, 2013, SB 1255 amended Labor Code §226 to clarify that an employee suffers injury if the employer fails to provide accurate and complete information as required by any one or more items listed in Labor Code §226(a)(1)-(9) and the employee cannot promptly and easily ascertain requisite information without reference to other documents or information.

60. Here, the members of Derivative Wage Statement Class suffered injury because, due to Defendants' failure to pay all wages due and owing, Defendants derivatively failed to provide accurate and complete information as required by one or more items listed in Labor Code §226(a)(1)-(9).

61. In addition, the members of the Derivative Wage Statement Class have suffered injury as a result of Defendants' failure to maintain accurate records for the members of the Derivative Wage Statement Class in that the members of the Derivative Wage Statement Class were not timely provided written accurate itemized statements showing all requisite information, including but not limited to total hours worked by the employee, net wages earned and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code §226 and the IWC Wage Orders §7(A), such that the members of the Derivative Wage Statement Class were misled by Defendants as to the correct information regarding various items, including but not limited to total hours worked by the employee, net wages earned and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate.

62. The actual injuries suffered by the members of the Derivative Wage Statement Class as a result of Defendants' knowing and intentional failure to maintain accurate records for the members of the Derivative Wage Statement Class include but are not limited to:

- a. Confusion over whether they received all wages owed them by Defendants;
- b. The difficulty and expense of attempting to reconstruct time and pay records;
- c. Being forced to engage in mathematical computations to analyze whether Defendants' wages in fact compensated for all hours worked;

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1 detachable part of the check, draft, or voucher paying the employee's wages, or separately when  
 2 wages are paid by personal check or cash, an accurate itemized statement in writing showing (1)  
 3 gross wages earned, (2) total hours worked by the employee, except for any employee whose  
 4 compensation is solely based on a salary and who is exempt from payment of overtime under  
 5 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3)  
 6 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a  
 7 piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the  
 8 employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive  
 9 dates of the period for which the employee is paid, (7) the name of the employee and only the  
 10 last four digits of his or her social security number or an employee identification number other  
 11 than a social security number, (8) the name and address of the legal entity that is the employer  
 12 and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the  
 13 name and address of the legal entity that secured the services of the employer, and (9) all  
 14 applicable hourly rates in effect during the pay period..."

15 68. As a pattern and practice, in violation of Labor Code §226(a), Defendants did not  
 16 and still do not furnish each of the members of the Independent Wage Statement Class with an  
 17 accurate itemized statement in writing showing the name and address of the legal entity that is  
 18 the employer.

19 69. As of January 1, 2013, SB 1255 amended Labor Code §226 to clarify that an  
 20 employee suffers injury if the employer fails to provide accurate and complete information as  
 21 required by any one or more items listed in Labor Code §226(a)(1)-(9) and the employee cannot  
 22 promptly and easily ascertain requisite information without reference to other documents or  
 23 information.

24 70. Here, the members of Independent Wage Statement Class suffered injury because  
 25 Defendants failed to provide accurate and complete information as required by one or more items  
 26 listed in Labor Code §226(a)(1)-(9) and the Independent Wage Statement Class members could  
 27 not and cannot promptly and easily ascertain requisite information without reference to other  
 28 documents or information.

1           71. In addition, the members of the Independent Wage Statement Class have suffered  
 2 injury as a result of Defendants' failure to maintain accurate records for the members of the  
 3 Independent Wage Statement Class in that the members of the Independent Wage Statement  
 4 Class were not timely provided written accurate itemized statements showing all requisite  
 5 information, including but not limited to the name and address of the legal entity that is the  
 6 employer, in violation of Labor Code §226, such that the members of the Independent Wage  
 7 Statement Class were misled by Defendants as to the correct information regarding various  
 8 items, including but not limited to the name and address of the legal entity that is the employer.

9           72. The actual injuries suffered by the members of the Independent Wage Statement  
 10 Class as a result of Defendants' knowing and intentional failure to maintain accurate records for  
 11 the members of the Independent Wage Statement Class include but are not limited to:

- 12           a. That such practice prevents the members of the Independent Wage Statement  
 13 Class from being able to effectively challenge information on their wage  
 14 statements; and/or
- 15           b. The difficulty and expense of filing and maintaining this lawsuit, and the  
 16 discovery required to collect and analyze the very information that California  
 17 law requires.

18           73. Pursuant to Labor Code §226(e), the members of the Independent Wage  
 19 Statement Class are entitled to fifty dollars (\$50.00) per employee for the initial pay period in  
 20 which a violation hereunder occurs and one hundred dollars (\$100.00) per employee for each  
 21 violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars  
 22 (\$4,000.00).

23           74. Pursuant to Labor Code §226(g), the currently-employed members of the  
 24 Independent Wage Statement Class are entitled to injunctive relief to ensure Defendants'  
 25 compliance with Labor Code §226.

26           75. Pursuant to Labor Code §226(e) and/or §226(g), the members of the Independent  
 27 Wage Statement Class are also entitled to an award of costs and reasonable attorneys' fees.

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**FIFTH CAUSE OF ACTION**

**PENALTIES PURSUANT TO LABOR CODE §2699**

**(On Behalf of the Aggrieved Employees)**

**(Against All Defendants)**

76. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

77. Pursuant to Labor Code §2699(a) (which provides that any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") (or any of its departments, divisions, commissions, board agencies or employees), such civil penalties may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees) and Labor Code §2699(f) (which establishes a civil penalty for violations of all Labor Code provisions except those for which a civil penalty is specifically provided), the aggrieved employees seek recovery of all applicable civil penalties, as follows:

- a. As applicable, for civil penalties under Labor Code §2699(f), for all violations of the Labor Code except for those for which a civil penalty is specifically provided, in the amount of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation; and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation;
- b. As applicable, for civil penalties under Labor Code §558 (in addition to and entirely independent and apart from any other penalty provided in the Labor Code), for violations of Labor Code §§1-556, in the amount of \$50 for each underpaid aggrieved employee for each pay period the aggrieved employee was underpaid, and \$100 for each subsequent violation for each underpaid employee for each pay period for which the employee was underpaid;

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- 20 -

1           78. In addition, Plaintiffs seek and are entitled to seventy-five percent (75%) of all  
2 penalties obtained under Labor Code §2699 to be allocated to the LWDA, for education of  
3 employers and employees about their rights and responsibilities under the Labor Code, and  
4 twenty-five percent (25%) to the aggrieved employees.

5           79. Pursuant to Labor Code §218.6 and CC §3287, these aggrieved employees seek  
6 recovery of pre-judgment interest on all amounts recovered herein.

7           80. Further, Plaintiffs are entitled to recover reasonable attorneys' fees and costs  
8 pursuant to Labor Code §§2699(g)(1) and any other applicable statute.

9           81. Labor Code §2699.3(a) states in pertinent part: "A civil action by an aggrieved  
10 employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision  
11 listed in Section 2699.5 shall commence only after the following requirements have been met:  
12 (1) (A) The aggrieved employee or representative shall give written notice by online filing with  
13 the Labor and Workforce Development Agency and by certified mail to the employer of the  
14 specific provisions of this code alleged to have been violated, including the facts and theories to  
15 support the alleged violation."

16           82. Labor Code §2699.3(c)(1) states in pertinent part: "A civil action by an aggrieved  
17 employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision  
18 other than those listed in Section 2699.5 or Division 5 (commencing with Section 6300) shall  
19 commence only after the following requirements have been met: (1) (A) The aggrieved  
20 employee or representative shall give written notice by online filing with the Labor and  
21 Workforce Development Agency and by certified mail to the employer of the specific provisions  
22 of this code alleged to have been violated, including the facts and theories to support the alleged  
23 violation."

24           83. Here, Plaintiffs' civil action alleges violations of provisions listed in Labor Code  
25 §2699.5 and violations of provisions other than those listed in Labor Code §2699.5. As such,  
26 Labor Code §2699.3(a) and §2699.3(c) apply to this action.

27           84. On November 2, 2018, Plaintiffs complied with Labor Code §2699.3(a) and  
28 Labor Code §2699.3(c) in that Plaintiffs gave written notice by online filing with the LWDA and

1 by certified mail to Defendants of the specific provisions of the Labor Code alleged to have been  
 2 violated, including the facts and theories to support the alleged violations. Attached hereto as  
 3 Exhibit "I" is Plaintiffs' LWDA letter.

4 85. Labor Code §2699.3(a) further states in pertinent part: "(2)(A) The agency shall  
 5 notify the employer and the aggrieved employee or representative by certified mail that it does  
 6 not intend to investigate the alleged violation within 60 calendar days of the postmark date of the  
 7 notice received pursuant to paragraph (1). Upon receipt of that notice or if no notice is provided  
 8 within 65 calendar days of the postmark date of the notice given pursuant to paragraph (1), the  
 9 aggrieved employee may commence a civil action pursuant to Section 2699."

10 86. As of January 6, 2019 (65 calendar days after Plaintiffs' November 2, 2018  
 11 LWDA letter was filed online), Plaintiffs had not received any notification that the LWDA  
 12 intended to investigate the alleged violations. As such, Plaintiffs have complied with Labor Code  
 13 §2699.3(a) and have been given authorization therefrom to commence a civil action which  
 14 includes a cause of action pursuant to Labor Code §2699.

15 87. Further, as of December 5, 2018 (33 calendar days after Plaintiffs' November 2,  
 16 2018 LWDA letter was mailed to Defendants via certified mail), Plaintiffs have not received  
 17 from Defendants written notice by certified mail that the alleged violations have been cured,  
 18 including a description of actions taken. As such, Plaintiffs have complied with Labor Code  
 19 §2699.3(c) and have been given authorization therefrom to commence a civil action which  
 20 includes a cause of action pursuant to Labor Code §2699.

21 **SIXTH CAUSE OF ACTION**  
 22 **UNFAIR BUSINESS PRACTICES**  
 23 **(On Behalf of the 17200 Class)**  
 24 **(Against All Defendants)**

25 88. Plaintiffs incorporate by reference and reallege each and every one of the  
 26 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set  
 27 forth herein.

28 ///



1           89.    B&PC §17200 provides in pertinent part "...[U]nfair competition shall mean and  
2 include any unlawful, unfair or fraudulent business act...".

3           90.    B&PC §17205 provides that unless otherwise expressly provided, the remedies or  
4 penalties provided for unfair competition "are cumulative to each other and to the remedies or  
5 penalties available under all other laws of this state."

6           91.    B&PC §17204 provides that an action for any relief from unfair competition may  
7 be prosecuted by any person who has suffered injury in fact and has lost money or property as a  
8 result of such unfair competition.

9           92.    Defendants have engaged in unlawful, unfair and fraudulent business acts or  
10 practices prohibited by B&PC §17200, including those set forth in the preceding and foregoing  
11 paragraphs of the complaint, thereby depriving the members of the 17200 Class of the minimum  
12 working standards and conditions due to them under the Labor Code and/or the IWC Wage  
13 Orders, as specifically described herein.

14           93.    Defendants have engaged in unfair business practices in California by practicing,  
15 employing and utilizing the employment practices outlined in the preceding paragraphs,  
16 specifically, by requiring employees to perform the labor services complained of herein without  
17 the requisite compensation.

18           94.    Defendants' use of such practices constitutes an unfair business practice, unfair  
19 competition and provides an unfair advantage over Defendants' competitors.

20           95.    Plaintiffs have suffered injury in fact and have lost money or property as a result  
21 of such unfair competition.

22           96.    Plaintiffs seek full restitution from Defendants, as necessary and according to  
23 proof, to restore any and all monies withheld, acquired and/or converted by Defendants by means  
24 of the unfair practices complained of herein.

25           97.    Further, if Defendants are not enjoined from the conduct set forth above,  
26 Defendants will continue to practice, employ and utilize the employment practices outlined in the  
27 preceding paragraphs.

28    ///



98. Therefore, Plaintiffs request that the Court issue a preliminary and permanent injunction prohibiting Defendants from engaging in the foregoing conduct.

99. Plaintiffs seek the appointment of a receiver, as necessary, to establish the total monetary relief sought from Defendants.

# VI.

## PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray:

a. That the Court issue an Order certifying the Classes herein, appointing all named Plaintiffs as representative of all others similarly situated, and appointing all law firms representing all named Plaintiffs as counsel for the members of the Classes;

As to the First Cause of Action for Failure to Provide All Paid Rest Periods:

b. For one (1) hour of pay at the regular rate of compensation for each member of the Rest Period Class for each workday that a legal rest period was not provided;

c. For pre-judgment interest as authorized by Labor Code §218.6 and CC §3287;

As to the Second Cause of Action for Violations of Labor Code §203:

d. For recovery as authorized by Labor Code §203;

As to the Third Cause of Action for Derivative Failure to Timely Furnish Accurate Itemized

Wage Statements:

e. For recovery as authorized by Labor Code §226(e);

f. For an award of costs and reasonable attorneys' fees pursuant to Labor Code §226(e) and/or §226(g);

As to the Fourth Cause of Action for Independent Failure to Timely Furnish Accurate Itemized

Wage Statements:

g. For recovery as authorized by Labor Code §226(e);

h. For an award of costs and reasonable attorneys' fees pursuant to Labor Code §226(e) and/or §226(g);

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1 As to the Fifth Cause of Action for Penalties Pursuant to Labor Code §2699:

2 i. For civil penalties pursuant to Labor Code §2699(f), in addition to and entirely  
3 independent and apart from other penalties in the Labor Code and for Labor Code violations  
4 without a specific civil penalty, in the amount of \$100 for each aggrieved employee per pay  
5 period for each violation, and \$200 for each aggrieved employee per pay period for each  
6 subsequent violation;

7 j. For civil penalties pursuant to Labor Code §558, in addition to and entirely  
8 independent and apart from other penalties in the Labor Code, as follows:

9 i For any initial violation, fifty dollars (\$50) for each aggrieved underpaid  
10 employee for each pay period for which the employee was underpaid in  
11 addition to an amount which is sufficient to recover unpaid wages;

12 ii. For each subsequent violation, one hundred dollars (\$100) for each aggrieved  
13 underpaid employee for each pay period for which the employee was  
14 underpaid in addition to an amount which is sufficient to recover unpaid  
15 wages; and

16 iii. For all unpaid wages, to be paid to the aggrieved employees;

17 k. For civil penalties under Labor Code §1197.1 (in addition to and entirely  
18 independent and apart from any other penalty provided in the Labor Code), for each violation of  
19 Labor Code §1197, in the amount of \$100 for each aggrieved employee per pay period for each  
20 violation and \$250 for each aggrieved employee per pay period for each subsequent violation;

21 l. For civil penalties under Labor Code §210, in addition to and entirely independent  
22 and apart from other penalties in the Labor Code, in the amount of \$100 for each aggrieved  
23 employee per pay period for each violation, and \$200 for each aggrieved employee per pay  
24 period for each subsequent violation;

25 m. For civil penalties per Labor Code §226.3, in addition to and entirely independent  
26 and apart from other penalties in the Labor Code, in the amount of \$250 for each aggrieved  
27 employee per pay period for each violation, and \$1,000 for each aggrieved employee per pay  
28 period for each subsequent violation;

1 n. For civil penalties per Labor Code §§203 and/or 256, in addition to and entirely  
2 independent and apart from other penalties in the Labor Code, in the amount of one day of pay,  
3 at the same rate, for each day that an aggrieved employee was paid late, at the time of  
4 termination, until payment was/is made, up to a maximum of thirty (30) days;

5 o. For pre-judgment interest on all amounts recovered herein pursuant to Labor  
6 Code §218.6, Labor Code §1194(a) and/or CC §3287;

7 p. For reasonable attorneys' fees and costs incurred pursuant to Labor Code  
8 §§2699(g)(1) and any other applicable statute; and

9 q. For such relief as this Court may deem just and proper, including reasonable  
10 attorneys' fees and costs incurred;

11 As to the Sixth Cause of Action for Unfair Business Practices:

12 r. For an accounting, under administration of Plaintiffs and/or the receiver and  
13 subject to Court review, to determine the amount to be returned by Defendants, and the amounts  
14 to be refunded to members of the Classes who are owed monies by Defendants;

15 s. For an Order requiring Defendants to identify each of the members of the Classes  
16 by name, home address, home telephone number and, if available, email address;

17 t. For an Order requiring Defendants to make full restitution and payment pursuant  
18 to California law;

19 u. For an Order for a preliminary and/or permanent injunction prohibiting  
20 Defendants from engaging in the acts complained of herein;

21 v. For the creation of an administrative process wherein each injured member of the  
22 Classes may submit a claim in order to receive his/her money;

23 w. For all other appropriate injunctive, declaratory and equitable relief;

24 x. For interest to the extent permitted by law;

25 y. For an award of attorneys' fees and costs incurred in the investigation, filing and  
26 prosecution of this action pursuant to CCP §1021.5, B&PC §17200, et seq., Labor Code §1194  
27 and/or any other applicable provision of law;

28 ///

1 As to All Causes of Action:

2 z. For such relief as this Court may deem just and proper, including reasonable  
3 attorneys' fees and costs incurred.

4 **VII.**

5 **DEMAND FOR JURY TRIAL**

6 Plaintiffs hereby demand trial of their claims by jury to the extent authorized by law.

7 Dated: January 7, 2019

LAW OFFICES OF KEVIN T. BARNES

8  
9 By: 

Kevin T. Barnes, Esq.  
Gregg Lander, Esq.  
Attorneys for Plaintiffs